

CERTIFICATE OF LIMITED PARTNERSHIP

OF

COOK EASTSIDE FARMS

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the partnership is Cook Eastside Farms, Limited Partnership.

2. The general nature of the partnership business is to own and operate farming and agricultural properties and related businesses, together with all related machinery and equipment of every name, nature and type.

3. The name and address of the agent for service of process upon the partnership shall be Kenneth G. Cook, 1481 South Woodruff, Idaho Falls, Idaho.

4. The names and business addresses of each general and limited partner are as follows:

GENERAL PARTNERS

PLACE OF BUSINESS

Kenneth G. Cook and  
Verla Cook (community  
property)

1481 South Woodruff  
Idaho Falls, Idaho 83401

Kenneth Leon Cook

2460 East 2300 North  
Logan, Utah 84321

LIMITED PARTNERS

PLACE OF BUSINESS

Kenneth G. Cook and  
Verla Cook (community  
property)

1481 South Woodruff  
Idaho Falls, Idaho 83401

Kenneth Leon Cook

2460 East 2300 North  
Logan, Utah 84321

Janeal C. Jensen

Route 5, Box 137  
Blackfoot, Idaho 83221

Allan M. Cook	1860 Whitney Idaho Falls, Idaho 83402
Linda J. Cook	585 Davidson Drive Idaho Falls, Idaho 83401
Carol Cook	1481 South Woodruff Idaho Falls, Idaho 83401
Janet Robinson	33 East 600 North Orem, Utah 84057

5. A description of the agreed existing value of the capital of each partner is as follows:

<u>General Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Capital Amount</u>	<u>Description of Capital</u>
Kenneth G. Cook and Verla Cook (community property)	99	9.9%	\$ 31,680.00	A partial interest in real property
Kenneth Leon Cook	1	.1%	\$ 320.00	A partial interest in real property
<u>Limited Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Capital Amount</u>	<u>Description of Capital</u>
Kenneth G. Cook and Verla Cook (community property)	570	57%	\$182,400.00	A partial interest in real property
Kenneth Leon Cook	180	18%	\$ 57,600.00	A partial interest in real property
Janeal C. Jensen	30	3%	\$ 9,600.00	A partial interest in real property
Allan M. Cook	30	3%	\$ 9,600.00	A partial interest in real property

Linda J. Cook	30	3%	\$ 9,600.00	A partial interest in real property
Carol Cook	30	3%	\$ 9,600.00	A partial interest in real property
Janet Robinson	30	3%	\$ 9,600.00	A partial interest in real property
TOTAL	1,000	100%	\$320,000.00	

6. The net profits and net losses of the partnership shall be divided among all partners with 60% to the general partners in proportion to their interest as general partners and 40% to the limited partners in proportion to their interest as limited partners.

7. There is no requirement for making additional contributions by any partner.

8. A partner may assign all or a portion of the partnership interest of said partner under the following conditions:

a. All partners unanimously approve said assignment and the proposed assignee consents to such assignment; and

b. The assignee shall execute and deliver such instruments, in the form and substance satisfactory to the partners, as the partners shall deem necessary or desirable to cause them to become a substitute limited partner; and

c. The assignee shall pay all reasonable expenses in connection with admission as a substituted limited partner, including but not limited to, the cost of preparation and filing of any Amendment of the Limited Partnership Agreement, Certificate of Limited Partnership and Partnership Buy-Out Agreement; and

d. The assignee shall be bound by and become a party to the Partnership Agreement and the Buy-Out Agreement and be bound by all terms of such agreement.

9. No partner of the partnership can assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or transfer all or any portion of his partnership interest except pursuant to the terms of the Buy-Out Agreement of the General and Limited Partners of Cook Eastside Farms, Limited Partnership. The Buy-Out Agreement provides for the partnership or remaining partners to purchase the terminating partner's interest for a value as specified in a Certificate of Agreed Value or pursuant to appraisal with the purchase price to be paid over an extended term. The exact terms and conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the partnership.

10. No partner has the right to receive distributions of property or cash except upon termination of a partnership interest or in liquidation of the partnership.

11. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The partners by majority vote have the right to determine what distributions will be made to the partners.

12. The partnership is to be dissolved and its affairs wound up upon the written agreement of all partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any partner.

13. In the event of dissolution of the partnership, instead of winding up, the partnership may be continued under the following conditions:

a. The partnership or remaining partners may purchase the interest of the terminating partner and the partnership reformed on that basis; or

b. An assignment is approved under the provisions of paragraph 7, above.

Dated this 15 day of Dec, 1988, at Idaho Falls, Idaho.

GENERAL PARTNERS

Kenneth G. Cook  
Kenneth G. Cook

+ Verla Cook  
Verla Cook

Kenneth Leon Cook  
Kenneth Leon Cook

By Kenneth G. Cook  
Kenneth G. Cook P/A

LIMITED PARTNERS

Kenneth G. Cook  
Kenneth G. Cook

+ Verla Cook  
Verla Cook

Kenneth Leon Cook  
Kenneth Leon Cook

By Kenneth G. Cook  
Kenneth G. Cook P/A

Janeal C. Jensen  
Janeal C. Jensen

By Kenneth G. Cook  
Kenneth G. Cook P/A

Allan M. Cook  
Allan M. Cook

By Kenneth G. Cook  
Kenneth G. Cook P/A

Linda Cook  
Linda Cook

By Kenneth G. Cook  
Kenneth G. Cook P/A

Carol Cook  
Carol Cook

By Kenneth G. Cook  
Kenneth G. Cook P/A

Janet Robinson  
Janet Robinson

By Kenneth G. Cook  
Kenneth G. Cook P/A

SUBSCRIBED and sworn to before me this 15 day  
of DECEMBER, 1983, by KENNETH G. COOK and VERLA COOK,  
husband and wife.

(Seal)

Michael D. Crayson  
Notary Public for Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: Life

SUBSCRIBED and sworn to before me this 15 day  
of December, 1983, by KENNETH G. COOK, not individually,  
but as attorney in fact for KENNETH LEON COOK, JANEAL C.  
JENSEN, LINDA J. COOK, CAROL COOK and JANET ROBINSON.

(Seal)

Michael D. Crayson  
Notary Public for Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: Life